

FY16

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
INTERGOVERNMENTAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance and Administration, "DFA," and the Children, Youth and Families Department "CYFD."

The purpose of this Agreement is to establish the terms and conditions under which the DFA will provide certain funding for the CYFD to provide services to its clients as authorized through an appropriation from the 2015 Legislature in Chapter 101, Section 4 for "Domestic violence prevention shelter."

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work (SOW)

A. The CYFD will provide domestic violence prevention services to its clients who enter into one of CYFD's contracted domestic violence shelters for the purpose of escaping and preventing further domestic violence as set forth in Attachment 1, which by this reference is fully incorporated into this Agreement.

B. The CYFD will perform the following:

1. Comply with all federal and state laws, rules and regulations relating to the use and expenditure of the funds transferred or disbursed to the CYFD under this Agreement.
2. Notify the DFA in advance when there will be a financial audit involving the appropriation funding this Agreement, and provide to the DFA a copy of the audit results within 10 calendar days after the CYFD receives the results.
3. Ensure that the funding for this IGA is not utilized for services already funded by an alternative funding source.
4. Provide the DFA with a Final Summary Report by July 10th, 2016. The Final Summary Report shall contain documentation regarding the expenditure of funds as outlined in the Scope of Work and shall be in a format requested by the DFA.

2. Transfer of the Appropriation

A. The DFA shall transfer to CYFD \$79,800 of the appropriation to spend only on the services described in the SOW.

B. The CYFD shall request an operating transfer for the \$79,800 appropriation. With respect to the appropriated funds, the CYFD shall, in accordance with DFA's reasonable instructions, return to DFA for reversion to the general fund the unexpended balance (if any) of the

appropriation remaining on June 30, 2016. The CYFD may not expend any funds after June 30, 2016 (the date the appropriation expires), regardless of whether such funds are contractually or otherwise obligated.

3. **Term.**

THIS AGREEMENT IS EFFECTIVE upon approval of the DFA Secretary. This Agreement shall terminate on June 30, 2016, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations).

4. **Termination.**

A. **Grounds.** The parties may terminate this Agreement for convenience or cause.

B. **Notice**

1. Except as otherwise provided in Paragraph (4)(B)(2), the parties shall give each other written notice of termination at least 30 calendar days prior to the intended date of termination.

2. Notwithstanding the foregoing, the DFA may terminate this Agreement immediately upon written notice to the CYFD (i) if the CYFD becomes unable to perform the services specified in this Agreement, as determined by the DFA; or (ii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. **Liability.** A notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The CYFD shall submit a Final Summary Report for all services completed under this Agreement as of the termination date, using the report form approved by the DFA.

D. **Termination Management.** Immediately upon receipt by either the DFA or the CYFD of notice of termination of this Agreement, the CYFD shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the DFA; and 2) comply with all directives issued by the DFA in the notice of termination as to the services set forth under this Agreement and the reversion of remaining funds advanced to the CYFD from the DFA.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the DFA to the CYFD. The DFA's decision as to whether sufficient appropriations are available shall be accepted by the CYFD and shall be final.

6. **Assignment.**

The CYFD shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the DFA.

7. **Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the DFA proposes an amendment to this Agreement to unilaterally reduce funding due to budget or other considerations, the CYFD shall, within 30 days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

8. **Merger.**

This Agreement incorporates all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

9. **Equal Opportunity Compliance.**

The CYFD agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the CYFD assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the CYFD is found not to be in compliance with these requirements during the life of this Agreement, the CYFD agrees to take appropriate steps to correct these deficiencies.

10. **Records and Financial Audit.**

The CYFD shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three years from the date of final payment under this Agreement. The records shall be subject to inspection by the DFA and the State Auditor. The DFA shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the DFA to recover excessive or illegal payments.

11. **New Mexico Tort Claims Act.**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq., as amended.

12. **Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

13. **Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless

express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

14. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered as follows:

To the DFA: Cristina Martinez, or her successor
Local Government Division
Department of Finance and Administration
Bataan Memorial Building, Room 202
Santa Fe, NM 87501
Tel: (505) 827-4747
Fax: (505) 827-4948
Email: Cristina.Martinez1@state.nm.us

To the CYFD: Shauna Fujimoto, LMFT
Domestic Violence Unit Manager
CYFD Protective Services
PO Drawer 5160 Room 254
Santa Fe, NM 87502
Tel: (505) 795-1645
Fax: (505) 827-8480
Email: Shauna.Fujimoto@state.nm.us

The parties shall submit to each other in writing any changes to contact information, within five calendar days of the change. The writing may be delivered by one of the following methods: First class United States mail, postage prepaid, email (with proof of delivery maintained by the sending party), facsimile transmission (with proof of delivery maintained by the sending party) or hand-delivered, with a delivery receipt maintained by the sending party.

15. Authority.

As the CYFD is other than a natural person, the individual(s) signing this Agreement on behalf of the CYFD represents and warrants that he or she has the power and authority to bind the CYFD, and that no further action, resolution, or approval from the CYFD is necessary to enter into a binding contract.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates specified below.

By: Thomas D. Brown
DFA Secretary

Date: 7/6/15

By: Baileara Michael
DFA's Legal Counsel - Certifying legal sufficiency

Date: 7/2/15

By: Eric Rizzo
DFA's Chief Financial Officer

Date: 7/2/15

By: Joseph A. Savadua Deputy Secretary for
CYFD Secretary

Date: 6/19/15

By: Amanda M. Romero
CYFD's Legal Counsel - Certifying legal sufficiency

Date: 6-19-15

By: Joseph A. Savadua
CYFD's Chief Financial Officer

Date: 6-26-15

Attachment 1

Domestic Violence Services

Service	Unit	Hourly/Product Rate	Incremental Rate 15 Minute Minimum
Survivor Service Assessment and Plan	Product	\$100.00	
Offender Service Assessment and Plan	Product	\$100.00	
Specialized Assessment	Product	\$50.00	
Drug and Alcohol Screening	Product	\$35.00	
Mental Health Diagnostic Evaluation	Product	\$210.00	
Advocacy and Support	Per Client Hour	\$35.00	\$8.75
Domestic Violence Counseling	Per Client Hour	\$45.00/\$60.00	\$11.25/\$15.00
Domestic Violence Counseling – Group Rate	Per Client Hour	\$11.25/\$15.00	\$2.81/\$3.75
Specialized Consultation	Per Consultation Hour	\$80.00	\$20.00
Skill and Knowledge Services	Per Client Hour	\$40.00	\$10.00
Skill and Knowledge Services – Group Rate	Per Client Hour	\$10.00	\$2.50
Legal Advocacy	Per Client Hour	\$35.00	\$8.75
Domestic Violence Crisis Intervention – 24 Hour	Per Client Hour	\$45.00	\$11.25
Domestic Violence Emergency Shelter Services Day of Care Per Client	Day of Care	\$100.00	
Domestic Violence Partial Day of Care Per Client	4-12 Hours	\$50.00	
Domestic Violence Partial Day of Care Per Client	13-23 Hours	\$75.00	
Domestic Violence Shelter Care & Support Per Child	Day of Care	\$15.00	
Travel/Transportation	Per Staff Hour	\$20.00	\$5.00
Community Outreach	Per Event Hour	\$35.00	\$8.75
Community Training	Per Training Hour	\$50.00	\$12.50
Native American Traditional and Cultural Services	Per Event Hour	\$50.00	\$12.50